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15 [COUNSEL CONTINUED ON NEXT PAGE]

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 **RSPE AUDIO SOLUTIONS, INC.** a
19 California Corporation,

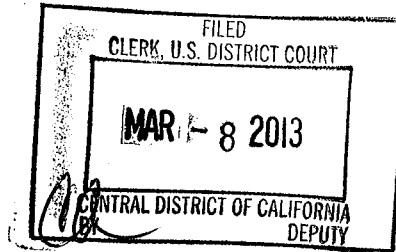
20 Plaintiff,

21 vs.

22 **VINTAGE KING AUDIO, INC.** a
Michigan Corporation; **CHRIS**
23 **BOLITHO**, an individual, **ROBERT**
24 **ALEXANDER**, an individual, and
DOES 1 through 20, inclusive,

25 Defendants.

26
27 **AND RELATED COUNTER-CLAIM**
28



CASE NO. CV 12-06863 DDP (PJWx)

Assigned to the on. Dean D. Pregerson

STIPULATED PROTECTIVE ORDER

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6 CHRIS BOLITHO AND ROBERT ALEXANDER

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1 Plaintiff and Cross-Defendant RSPE Audio Solutions, Inc., Defendants
 2 Vintage King Audio, Inc. and Robert Alexander, and Defendant and Cross-
 3 Complainant Chris Bolitho, by and through their respective counsel, hereby agree
 4 and stipulate to the following Protective Order ("Order") as follows:

5 1. The following procedure shall govern the production of all materials
 6 during discovery in this matter, including, but not limited to, answers to
 7 interrogatories, requests for admissions, all documents or other materials or things
 8 produced by parties or non-parties, responses to subpoenas *duces tecum*, deposition
 9 testimony, and information contained therein, and information provided during any
 10 settlement discussions (hereinafter collectively the "Discovery Materials") which
 11 are designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --
 12 ATTORNEYS' EYES ONLY" pursuant to paragraphs 2 and 3 below, including all
 13 copies, excerpts, summaries and information derived from them (collectively
 14 "Confidential Materials").

15 2. Any party or non-party producing Discovery Materials may designate
 16 Discovery Materials as "CONFIDENTIAL." CONFIDENTIAL information is
 17 information which has not been made public and which concerns or relates to the
 18 processes, operations, type or work, or apparatus, or to the production, sales,
 19 shipments, purchases, transfers, identification of customers, inventories, amount or
 20 source of any income, profits, losses, or expenditures of any persons, firm,
 21 partnership, corporation, or other organization, the disclosure of which information
 22 may have the effect of causing harm to the competitive position of the person, firm,
 23 partnership, corporation, or to the organization from which the information was
 24 obtained. By designating a document, thing, material, testimony or information
 25 derived therefrom as CONFIDENTIAL, under the order, the party making the
 26 designation is certifying to the Court that there is a good faith basis both in law and
 27 in fact for the designation within the meaning of Federal Rule of Civil Procedure
 28 26(g).

3. Any party or non-party producing Discovery Materials may designate Discovery Materials as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY information is CONFIDENTIAL information (as defined in paragraph 2) that contains trade secrets, as defined by the California Uniform Trade Secrets Act, business plans, non-public financial information, customer lists, personnel information, and/or information protected by the right to privacy under any state or federal statute, rule, or regulation. By designating a document, thing, material, testimony or information derived therefrom as HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY, under the order, the party making the designation is certifying to the Court that there is a good faith basis both in law and in fact for the designation within the meaning of Federal Rule of Civil Procedure 26(g).

4. Any party who produces documents, computer media, or other materials or things, or gives testimony in this action may designate information as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" in the following manner:

a. Designation of Documents: CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY "documents" (defined herein as including, but not limited to exhibits, documents and things, answers to discovery such as interrogatories and responses to requests for admission, motions, briefs, memoranda, and copies of any of the foregoing) produced or given by any party or non-party during discovery, hearings or trial in this case shall be so designated by stamping copies of the document produced to a party with the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." Stamping the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on the cover page of any multipage document shall designate all pages of the document as CONFIDENTIAL or HIGHLY CONFIDENTIAL, unless otherwise indicated by the producing party.

b. Designation of Computer Media: Any "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" information (as defined above) produced on magnetic disks or other computer-related media may be designated as such by labeling each disk "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" prior to production. In the event a receiving party generates any "hard copy" or printout from any such disks, that party must immediately stamp the cover page "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" as appropriate and the hard copy or printout shall be treated as provided herein for such categories.

c. Designation of Deposition Transcripts: Testimony taken at a deposition may be designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" subject to this Protective Order either (a) by making a statement to that effect on the record at the deposition, or (b) within fifteen (15) days following the receipt of the transcript of the deposition by providing written notice to the reporter and all counsel of record, in which case all counsel receiving such notice shall physically stamp or mark the copies or portions of the designated transcript in their possession or under their control as directed by the designating party. The designating party shall have the right to exclude from a deposition, before the taking of testimony which the designating party designates "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" and subject to this Protective Order, all persons other than those persons previously qualified to receive such information pursuant to Paragraphs 7 and 8. If a Deposition Transcript is designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" at the time of the deposition, or during the fifteen (15) day period described above, the party so designating shall indicate what portions

1 of the transcript are "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 2 ATTORNEYS' EYES ONLY." Arrangements shall be made with the court
 3 reporter taking and transcribing such deposition to separately bind such
 4 portions of the transcript containing information designated as
 5 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
 6 EYES ONLY," and to label such portions appropriately.

7 d. Designation of Hearing Testimony or Argument: Testimony
 8 taken at a hearing or trial may be designated as "CONFIDENTIAL" or
 9 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" by making a
 10 statement to that effect on the record at the proceeding. Whenever matter
 11 designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 12 ATTORNEYS' EYES ONLY" is to be discussed in a hearing or other
 13 proceeding, any party claiming such confidentiality may ask the Court to
 14 have excluded from the hearing or other proceeding any person who is not
 15 entitled under this Order to receive information so designated. Arrangements
 16 shall be made with the court reporter taking and transcribing such proceeding
 17 to separately bind such portions of the transcript containing information
 18 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 19 ATTORNEYS' EYES ONLY," and to label such portions appropriately.

20 5. Should any party to whom materials designated "CONFIDENTIAL"
 21 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" are produced
 22 object to the classification of such materials as "CONFIDENTIAL" or "HIGHLY
 23 CONFIDENTIAL – ATTORNEYS' EYES ONLY," and should the objecting party
 24 and the producing party or non-party be unable to resolve the objection informally
 25 through a meet and confer process, then the objecting party may move for an order
 26 of the Court determining whether the materials are properly designated. Until a
 27 motion is filed and resolved by the Court, all materials designated
 28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

1 ONLY” shall be treated as Confidential Materials of the class they are designated.

2 6. “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY” materials may not be disclosed except as set forth in
4 paragraphs 7 and 8 below. Confidential Materials designated as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” under this Order, the information contained therein, and any summaries,
7 copies, abstracts, or other documents derived in whole or in part from Confidential
8 Materials shall be used solely for the purpose of the prosecution, defense, or
9 settlement of this action, and for no other purpose. Persons having access to
10 Confidential Materials shall not disclose or provide Confidential Materials to any
11 person not authorized to receive such materials under the terms of this Order. The
12 restrictions on use of Confidential Materials set forth in this Order shall survive the
13 conclusion of this contested matter, and, after conclusion of this contested matter,
14 the Court shall retain jurisdiction for the purpose of enforcing this Order.

15 7. “CONFIDENTIAL” materials may be disclosed only to the following:

- 16 a. Counsel of record for any party to this action;
- 17 b. Paralegal, stenographic, clerical, and secretarial personnel
18 regularly employed by counsel listed in (a) above;
- 19 c. The Court, Court personnel, including stenographic reporters
20 engaged in such proceedings as are necessarily incident to preparation for
21 trial and trial of this action; and
- 22 d. Consultants or experts, together with their clerical staff, retained
23 by counsel to aid in the prosecution, defense, or settlement of this action,
24 provided that each such person first acknowledges in writing, under oath, that
25 he or she has read this Order and agrees to be bound by its terms. This
26 acknowledgment shall be made by execution of the Undertaking attached to
27 this Order as Exhibit A. All such written acknowledgments shall be
28 maintained by counsel making the disclosure of the Confidential Materials,

1 and shall be provided to the opposing party's counsel upon written request.

2 e. Any person who is shown on the face of a document to be an
3 author or recipient of the document, provided that each such person first
4 acknowledges in writing, under oath, that he or she has read this Order and
5 agrees to be bound by its terms. This acknowledgment shall be made by
6 execution of the Undertaking attached to this Order as Exhibit A. All such
7 written acknowledgments shall be maintained by counsel making the
8 disclosure of the Confidential Materials, and shall be provided to the
9 opposing party's counsel upon written request.

10 f. Any party, or officer, director, employee or former employee of
11 a party, or any officer, director, employee or former employee of a parent,
12 subsidiary or affiliate of a party, deemed necessary by counsel to aid in the
13 prosecution, defense, or settlement of this action, provided that each such
14 person first acknowledges in writing, under oath, that he or she has read this
15 Order and agrees to be bound by its terms. This acknowledgment shall be
16 made by execution of the Undertaking attached to this Order as Exhibit A.
17 All such written acknowledgments shall be maintained by counsel making
18 the disclosure of the Confidential Materials, and shall be provided to the
19 opposing party's counsel upon written request.

20 g. A witness at any deposition or other proceeding in this action.

21 h. Any other person as to whom the parties in writing agree.

22 8. "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY"
23 materials may be disclosed only to those persons designated in paragraph 7 (a)-(c),
24 (e), (g), and (h) above. "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
25 ONLY" materials may also be disclosed to those persons identified in paragraph
26 7(d), provided that each such person first acknowledges in writing, under oath, that
27 he or she has read this Order and agrees to be bound by its terms. This
28 acknowledgment shall be made by execution of the Undertaking attached to this

Order as Exhibit A. All such written acknowledgments shall be maintained by counsel making the disclosure of the Confidential Materials, and shall be provided to the opposing party's counsel upon written request.. "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" documents shall not be disclosed to those persons identified in paragraph 7(f), unless (1) otherwise agreed or ordered, or (2) they are an author or recipient of a document as provided in paragraph 7(e). If disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" material is made pursuant to this paragraph, all other provisions in this order with respect to confidentiality shall also apply.

9. Confidential Materials may be shown or disclosed to persons or entities during deposition, conference, hearing, or the trial of this action only if and to the extent such persons or entities are authorized to receive such information by the terms of paragraphs 7 and 8 of this Order. If any Confidential Materials are summarized, discussed, or otherwise used at any deposition, conference, hearing, or the trial of this action, all persons or representatives of entities (other than those entitled to receive the Confidential Materials in accordance with this Order) shall be excluded from attendance at the deposition, conference, hearing, or trial of this action during such time as the Confidential Material is disclosed, unless the Parties otherwise agree or the Court otherwise orders. If at any deposition session or hearing or trial, when counsel for a Party deems that the answer to a question will result in the disclosure of Confidential Materials, counsel may request that all persons not authorized to disclosure of the Confidential Materials pursuant to this Order leave the room during the confidential portion of the proceeding.

10. Nothing herein shall impose any restrictions on any party from disclosing its own Confidential Materials as such party deems appropriate.

11. Nothing herein shall impose any restrictions on the use or disclosure by a party of material obtained by such party independent of discovery in this action, whether or not such material is also obtained through discovery in this

1 action, or from disclosing

2 12. Filing Under Seal: If any Confidential Material, including any portion
3 of a deposition transcript designated as "CONFIDENTIAL" or "HIGHLY
4 CONFIDENTIAL – ATTORNEYS' EYES ONLY," is included in any papers to be
5 filed in Court, such papers shall be filed in compliance with the procedures set forth
6 in Civil Local Rules 79-5.1 through 79-5.3.

7 13. This Order shall survive the final termination of this action, to the
8 extent that the information contained in Confidential Material is not or does not
9 become known to the public, and the Court shall retain jurisdiction to resolve any
10 dispute concerning the use of information disclosed hereunder. Upon final
11 termination of this contested matter, including all appeals, counsel for each party
12 (1) shall return to the producing party all Confidential Materials and certify that all
13 such Materials have in fact been returned, or alternatively, (2) shall represent and
14 warrant in writing that all such materials have been destroyed.

15 14. In the event that any Confidential Material is used in any court
16 proceeding in this action, it shall not lose its confidential status through such use,
17 and the party using such Confidential Material shall take all reasonable steps to
18 maintain its confidentiality during such use.

19 15. The designation of materials as "CONFIDENTIAL" or "HIGHLY
20 CONFIDENTIAL – ATTORNEYS' EYES ONLY" under the terms of this Order
21 shall not be used, construed or interpreted as evidence that the designating party
22 believes or contends that the designated materials constitute protected trade secrets
23 or are otherwise protected as confidential and/or proprietary materials. Likewise,
24 the failure to designate materials as "CONFIDENTIAL" or "HIGHLY
25 CONFIDENTIAL – ATTORNEYS' EYES ONLY" shall not be used, construed or
26 interpreted as evidence that the producing party does not believe or contend that the
27 designated materials constitute protected trade secrets or are otherwise protected as
28 confidential and/or proprietary materials. This Order, the fact of its adoption or

1 entry, and any provision of this Order or form attached to this Order, shall not be
2 admissible for any purpose of this litigation, except to the extent necessary to
3 enforce the terms of this Order.

4 16. This Order shall be without prejudice to the right of the parties (i) to
5 bring before the Court at any time the question of whether any particular document
6 or information constitutes Confidential Material or whether its use should be
7 restricted or (ii) to present a motion to the Court under FRCP 26(c) for a separate
8 protective order as to any particular document or information, including restrictions
9 differing from those as specified herein. This Order shall not be deemed to
10 prejudice the parties in any way in any future application for modification of this
11 Order.

12 17. Nothing in this Order shall preclude any party from making any claim
13 of privilege as to any information requested by another party. Failure to designate
14 Discovery Materials as Confidential Materials shall not constitute a waiver of any
15 other claim of privilege.

16 18. This Order is entered solely for the purpose of facilitating the
17 exchange of documents and information between the parties to this action without
18 involving the Court unnecessarily in the process. Nothing in this Order nor the
19 production of any information or document under the terms of this Order nor any
20 proceedings pursuant to this Order shall be deemed to have the effect of an
21 admission or waiver by either party or of altering the confidentiality or
22 nonconfidentiality of any such document or information or altering any existing
23 obligation of any party or the absence thereof.

24 19. This Order may be amended by agreement of counsel for the parties in
25 the form of a written stipulation filed with the Court and subject to the Court's
26 approval.

20. This Order may be executed in counterparts which, taken together,
shall constitute one and the same agreement.

DATED: May 7, 2013 **BUCHALTER NEMER**
A Professional Corporation

/s/ Robert S. Addison

ROBERT S. ADDISON, JR.
Attorneys for Plaintiff
RSPE AUDIO SOLUTIONS, INC.

DATED: May 7, 2013 **LITTLER MENDELSON**
A Professional Corporation

/s/ Sam Sani

SAM SANI
Attorneys for Defendant
VINTAGE KING AUDIO, INC.

DATED: May 7, 2013 **HAYES PAWLENKO LLP**

/s/ Matthew P. Hayes

MATTHEW P. HAYES
Attorneys for Defendants
CHRIS BOLITHO AND ROBERT ALEXANDER

///

It is so ORDERED.

Patrick J. Walsh
PATRICK J. WALSH

U.S. MAGISTRATE JUDGE

5/8/13

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13 Attorneys for Defendant
14 **VINTAGE KING AUDIO, INC.**

15 **[COUNSEL CONTINUED ON NEXT PAGE]**

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 **RSPE AUDIO SOLUTIONS, INC. a**
19 **California Corporation,**

20 **Plaintiff,**

21 **vs.**

22 **VINTAGE KING AUDIO, INC. a**
Michigan Corporation; CHRIS
23 **BOLITHO, an individual, ROBERT**
24 **ALEXANDER, an individual, and**
DOES 1 through 20, inclusive,

25 **Defendants.**

26
27 **AND RELATED COUNTER-CLAIM**
28

CASE NO. CV 12-06863 DDP (PJWx)

Assigned to the on. Dean D. Pregerson

UNDERTAKING

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8 Attorneys For Defendants

9 CHRIS BOLITHO AND ROBERT ALEXANDER
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1 I, _____, have read the STIPULATED PROTECTIVE
2 ORDER ("Order") entered by order of the United States District Court, Central
3 District of California in this action and know the contents thereof. I understand and
4 agree that I shall not use or disclose, in public or private, any Confidential Materials
5 or information contained therein or information derived therefrom without the prior
6 written consent of the designating party or as otherwise set forth in the Order or
7 permitted or required by an order of the Court. I agree that I will not keep any
8 originals or copies of documents or other materials designated CONFIDENTIAL or
9 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY for any purpose,
10 unless such documents or other materials were in my possession prior to the
11 commencement of this litigation. I declare under penalty of perjury under the laws
12 of the United States that the foregoing is true and correct.

13
14 Dated: _____

[SIGNATURE]